



GARDEN MAINTENANCE AGREEMENT

Client Name: _____ Date: _____

Services Provided

Recurring or one-time garden maintenance services.

Please refer to individual proposals/agreements for project description and cost estimates where applicable. Additional information regarding general rates and policies is included in the attached "Garden Maintenance Service Rates and Policies."

Client Responsibilities

Client signature is required on both this and the attached "Garden Maintenance Service Rates and Policies" form prior to any work being performed.

Client agrees to allow full access to the property for City Floral and all subcontractors without notice during business hours for performance of the work under this agreement. **A minimum trip charge may be assessed if required access is not available at time of service**

Terms of Payment: _____ (initial)

All balances are due upon completion of work, or upon receipt of invoice. Invoices shall be delivered on a weekly/monthly basis and are due upon receipt. Should there be any questions or concerns over an invoice it is the client's responsibility to contact City Floral no later than 7 days after receipt of invoice. City Floral may cease work if any balances remain unpaid for a period of 30 days or more. Past due 30 days shall incur a finance charge of 1.5% per month (18% per annum). **All clients are required to maintain a valid credit card on file prior to commencement of any work. Credit cards on file will only be charged if a balance is over 30-days past due, or if the client specifically opts for one-time or ongoing scheduled payments by credit card.**

Warranty: _____ (initial)

(a) Except as more specifically set forth below, City Floral Landscaping warrants all workmanship to be free from defects for a period of one year from completion, with a one-time replacement, provided that notice shall promptly be given to City Floral Landscaping in writing upon discovery of the defect within the one-year warranty period. "Completion" means after final billing by City Floral Landscaping for completion of the job. Owner waives all other warranties, whether expressed or implied, including warranties of fitness and merchantability. This warranty is subject to (i) the limitations of any manufacturer's guarantee on equipment purchased by City Floral Landscaping or its subcontractors for use in the construction; (ii) the equipment and/or fixtures being free of damage from abuse, freezing, negligence, or accident; and (iii) the equipment and/or fixtures being repaired and/or maintained exclusively by City Floral Landscaping or subcontractors duly authorized by City Floral Landscaping. Notwithstanding this warranty, City Floral Landscaping shall not be responsible for work or damage done by others, damage due to neglect, improper use, or inadequate maintenance.

(b) All hardscape installation is warranted for one year from the date of Completion, for a one-time replacement by City Floral Landscaping. CITY FLORAL LANDSCAPING SHALL NOT BE RESPONSIBLE FOR DAMAGE TO HARDSCAPE FROM SHIFTING SOILS, INCLUDING BUT NOT LIMITED TO AROUND THE FOUNDATION OR SIDEWALKS.

(c) City Floral offers a 1-year, ONE TIME warranty, on all plant materials unless specifically excluded. This warranty does not apply until any and all outstanding balances due to City Floral are paid in full. A minimum cumulative replacement value of \$50.00 is required for warranty. We reserve the right to substitute warranty plant materials based upon availability at time of replacement. Additional costs associated with an exact replacement are the Owner's responsibility. Plant materials are not warranted against partial loss (i.e. plant is still alive, but a portion did not survive/come back), winter kill, extreme weather events, owner neglect, damage from animals (domestic or wild), theft, or vandalism. The following are excluded from this warranty:

- i. Annuals, tropical plants, and foliage plants used for seasonal planting purposes.
- ii. Plant material installed in planters, pots, or other above-ground containers.
- iii. Existing plant material transplanted or moved.
- iv. Plant material that is not serviced by appropriate irrigation as determined by City Floral Landscaping.
- v. Sod, grass seed or other turf material are warranted for health and quality of material at the time of installation through initial establishment (typically 10 days to 2 weeks).
- vi. Plant material purchased at a discounted, sale, or special price.
- vii. Irrigation warranty is limited to workmanship, equipment and fixtures that were installed by City Floral Landscaping.
- viii. Plant material not serviced by a winter watering agreement or otherwise without a fully completed and documented winter watering schedule.

Cancellation

If either party wishes to terminate this agreement when there has been no breach by either party, it may do so by serving 30 days' written notice to the other party. The effective date of termination will be the start of the nearest monthly cycle following the 30-day notification period. In the case of termination, the client shall pay City Floral any sums due for work performed up to and including the effective date of termination. Should the client obstruct or refuse service during this time period, the total amount owed will be calculated based upon an average recurring charge over the most recent 3-month period.

Dispute resolution over work quality

- (a) If there is any dispute over whether the work has been done to industry standard in the area, the Client shall provide written notice to City Floral and offer City Floral the opportunity to resolve the problem. If no informal resolution is possible or either party refuses negotiation, the parties agree to hire a contractor member of the Associated Landscape Contractors of Colorado, of good reputation, who is acceptable to both parties (the "Third Party Contractor"). The Third-Party Contractor will make a determination as to whether the work in dispute has been performed, and if it is up to industry standards in Colorado. The parties will share the cost of such assessment equally.
 - (i) If the Third-Party Contractor determines that the work has been performed to industry standards in the area, the client agrees not to claim any breach of agreement or to pursue any remedy against City Floral for breach of agreement at any time in the future
 - (ii) If the Third Party Contractor determines that the work has not been done, or not done to industry standards in the area, City Floral shall have the right to elect whether to complete the work to bring it up to standards or to reimburse client for the cost of having another mutually agreeable contractor perform any work necessary to bring work to standards.
 - (iii) Client agrees that refusal of payment is not an acceptable mechanism for dispute and will be considered a breach of agreement.

Entire Agreement

This agreement constitutes the entire agreement of the parties. No representations, promises, terms, conditions, obligations or warranties whatsoever referring to the subject matter hereof, other than those expressly set forth herein, shall be of binding legal force or effect. No modification of this agreement shall be made unless in writing, signed by both parties. This agreement shall be constituted in accordance with the laws of the State of Colorado.

Accepted By (signature): _____ Date: _____

Printed Name: _____

City Floral: _____ Date: _____



GARDEN MAINTENANCE SERVICE RATES AND POLICIES

Standard Rates and Fees: (initial)

General Labor

Labor is charged at a rate of \$45.00 per man hour (1 person/1 hour) for all work performed with a 1 hour minimum. Maintenance and personal gardening services typically utilize a 2-3 person crew, however crew size may vary with each individual project/visit depending upon the specific requirements of the work involved.

Specialized Services and Consultation

Consultation

- Fees for initial on-site maintenance consultation; small project design consultation, formal seasonal color design consultation, and comprehensive irrigation audits will be billed at a rate of \$75.00 per hour
- Fees for a 1-hour on-site design consultation by staff landscape designer/architect will be billed at \$75.00. Design fees will be determined independently based upon the scope and complexity the individual project where applicable irrigation repair, audits, and special projects; seasonal color design, and small project design or consultation
- Hourly rate for on-site visit by City Floral manager \$75.00 per hour

Specialized Services

- Services in this category include but are not limited to: On-site Supervision/Project Management; Irrigation – repairs, testing, monitoring/adjustment; LV Lighting - installation, service, repairs; Equipment based service calls (ex: pond pumps): installation and repairs; Professional Services – personal shopping, delivery, outdoor furniture design, design modifications, and additional onsite consultations beyond the scope of any existing agreement. All items in this category will be billed at between \$50 and \$100 for each hour.

Delivery

Delivery fees are applicable for materials loaded and transported to a client residence or job site by City Floral and/or third party suppliers. Fees are variable depending upon the quantity and type of materials delivered as well as the number of deliveries required. City Floral attempts to minimize delivery fees whenever possible.

Disposal

Disposal fees are variable for each project/visit and are determined based upon the quantity of debris to be removed from the site at the conclusion of the visit, in addition to fees associated with plastics and other materials recycling. Unless prior notice is given, all debris will be removed after each project/visit. City ordinance prohibits City Floral from disposing of yard waste/debris in client dumpsters; therefore any amounts of debris in excess of a single trash container (if specifically provided by customer) will be taken off-site for disposal. Disposal Charges range from \$5.00 up to \$150.00 for a full truck load of debris. Disposal fees applied are representative of the actual dumping and labor costs incurred and do not serve as a profit center for City Floral. In the event that the amount of debris for a particular project/visit is uncharacteristically large, City Floral will make all efforts to contact the client to inform them of the situation prior to moving forward with disposal.

Other Discretionary Projects/Services

Projects and services outside the scope of regular scheduled maintenance will be billed on a per-project/per-service rate. All work in this category will be pre-approved by client prior to commencement of work either directly or as specified in the current maintenance agreement. Examples include but are not limited to: design consultation/creation by horticultural staff and/or landscape architect, additional rotations of seasonal color planting/annuals; irrigation audits, troubleshooting, specialized maintenance; masonry, stone work, lighting, water features, carpentry, concrete, and equipment service calls (pond pumps)..

Quotes/Estimates

With the sole exception of designated managers, employees performing work at a particular job site may not provide quotes, estimates, or pricing. If a client has specific questions, concerns, or additions regarding a current project taking place at their home, they may either call the City Floral Landscaping office or request any crew member to put them in contact with a manager who can accurately address their needs. Any price quotes, estimates, or assertions pertaining to costs or timing by general field crew members will not be accepted unless specifically endorsed by a member of the management team.

Accepted By: _____ Date: _____

Printed Name: _____

City Floral: _____ Date: _____

Specific Services Requested under Garden Maintenance Agreement:

(Services are billed @ hourly rate plus material and/or disposal. Service will continue unless cancellation is requested per the cancellation provision in the contract.)

- Full-Service Garden Maintenance**:** *(please choose service and billing frequency)*

Service Frequency: ___ Every 2 weeks; ___ Every Week; ___ Monthly

Billing Frequency: ___ Per visit; ___ Monthly (at the end of every month)

(**Included in full-service; weeding, deadheading, cutting back and shaping of perennials, trees/shrubs, trimming & training vines, rose maintenance, plant fertilizing, cleaning garden beds, watering (when needed), fall and spring clean-up and blowing off and sweeping all porches and walkways)

- Mulch Replenishment: Type** (sm., med. or lrg. bark, nuggets, shredded, soil pep): _____

- Fall Clean-up** (only check if not signed up for full-service garden maintenance)

- Spring Clean-up** (only check if not signed up for full-service garden maintenance)

- Seasonal Annual Planting** (please check which options)

Spring

Summer

Fall

Winter

All 4 Seasons

Fall Bulb Planting

- On-Site Diagnostic Visit or Gardening Instruction**

- Other** (List any miscellaneous or one-time services such as; pruning, planting, clean-up, small projects, etc.)

Services below are bid based on the specific property and scope of work.

- Tree Wrap** (Winter-will provide estimate)

- Winter Watering** (\$50/hr.; monthly Nov-Mar)

- Irrigation Services:** (including; repair-\$75/hr., modifications-\$75/hr., turn-on & blow-outs-\$75 ea.)

- Fountain/Water Feature Service:** (including; winterization, cleaning, repair-\$75/hr.)

- Lawn Mowing:** _____ weekly _____ bi-weekly (\$30-40/week; based on size)

- Gutter Cleaning** (\$45; unless high pitch or access issues, will provide estimate for these.)

- Aeration** (\$35-40)

- Aeration & Fertilize** (\$75-80)

- Snow Removal**(\$50/hr.)

Accepted By: _____

Date: _____

Printed Name: _____